

ATTACHMENT 3: WAIVER, RELEASE, COVENANT NOT TO SUE AND INDEMNIFICATION

This Waiver, Release, Covenant Not to Sue and Indemnification Agreement ("Agreement") is entered into by and between the New York State Gaming Facility Location Board ("Board") and Concord Kiamesha LLC, as Applicant, (hereinafter "Proposer").

WHEREAS, Proposer is, or has a proprietary or direct or indirect ownership relationship with, a Manager or an Applicant that is filing or has filed an application ("Application") for a gaming facility license ("License") pursuant to Chapter 174 of the Laws of 2013, Upstate New York Gaming Economic Development Act of 2013, as amended by Chapter 175 of the Laws of the 2013, each of the State of New York (the "Act");

WHEREAS, in consideration of the Board's acceptance of the Application for review, the Board has required the Proposer to agree to release, indemnify and hold harmless the Board and the New York State Gaming Commission, and the State of New York and their respective representatives, agents, employees, officers, directors, elected or appointed officials, commissioners, consultants and board members (collectively the "New York Agencies"), as more fully set forth below, and to waive any current or future, known and unknown, claim, appeal, review or reconsideration concerning, related to, or in any way involving: (i) the Act, the Application process, the consideration, selection and evaluation of any Application, and the administration of the Act; (ii) the investigation of any Applicant, Manager or Related Party with respect to any Application; (iii) the release or disclosure of any information provided by any Applicant or Manager or owner of an Applicant or Manager, or otherwise obtained during the Application and investigation process; (iv) the issuance of any License; or (v) the use, investigation or processing of any information found or provided during the Application and investigation process.

WHEREAS, the Proposer is a sophisticated business/person, has been represented by counsel and other advisors and/or consultants and has not relied upon anything the New York Agencies have communicated but instead on its own investigation, review and inquiry and determined to submit his/her/its Application and to release, waive and surrender any claim, past, present or future, and to indemnify and defend the New York Agencies from any claim involving the Application or the Application process.

WHEREAS, the Proposer acknowledges and agrees that the receipt and acceptance by the Board of the Application is full and adequate consideration for the promises, covenants and undertakings in this Agreement.

NOW, THEREFORE, it is hereby agreed:

1. The recitals are incorporated herein and made a part of the Agreement;
2. Proposer, on behalf of himself/herself/itself and his/her/its agents, servants, representatives, affiliates, parents, subsidiaries, directors, officers, employees, assigns, predecessors and successors (and their heirs, estates, executors, spouses), covenants and agrees to release, waive, covenant not to sue or make any current or future, known and unknown, claim for damages, costs, fees, expenses or request any relief whatsoever, including but not limited to equitable relief arising from, related to or otherwise involving: (i) the Act, the Application process, the consideration, selection and evaluation of any Application and the administration of the Act; (ii) the investigation of any Applicant, Manager or Related Party with respect to any Application; (iii) the release or disclosure of any information provided by any Applicant or Manager or

owner of an Applicant or Manager or otherwise obtained during the Application and investigation process; (iv) the issuance of any License; or (v) the use, investigation or processing of any information found or provided during the Application and investigation process.

3. The Proposer on behalf of himself/herself/itself and his/her/its agents, servants, representatives, affiliates, parents, subsidiaries, directors, officers, employees, assigns, predecessors and successors (and their heirs, estates, executors, spouses) covenants and agrees not to seek appeal, review or reconsideration of any decision or action of the New York Agencies.
4. Proposer, on behalf of himself/herself/itself and his/her/its agents, servants, representatives, affiliates, parents, subsidiaries, directors, officers, employees, assigns, predecessors and successors (and their heirs, estates, executors, spouses) covenants and agrees to indemnify, defend and hold the New York Agencies harmless from and against any current or future, known and unknown, claim, cause, suit, cause of action, damages, costs, damages and expense, including attorney's fees, (whether known or unknown, suspected or unsuspected, contingent or liquidated) arising from or related to or otherwise involving: (i) the Act, the Application process, the consideration, selection and evaluation of any Application and the administration of the Act; (ii) the investigation of any Applicant, Manager or Related Party with respect to any Application; (iii) the release or disclosure of any information provided by any Applicant or Manager or owner of an Applicant or Manager or otherwise obtained during the Application and investigation process; (iv) the issuance of any License; or (v) the use, investigation or processing of any information found or provided during the Application and investigation process.
5. Each of the promises, covenants and agreements set forth in Paragraphs 1-4 above run in favor of the New York Agencies.
6. Capitalized terms used but not defined in this Agreement shall have the meanings defined in the Board's Request for Applications under the Act dated March 31, 2014, as the same may be amended from time to time.

NEW YORK GAMING FACILITY LOCATION BOARD

By: _____
Its: _____

Dated: _____

Applicant Concord Kiamesha LLC

Manager mohegan Gaming new
York LLC

Owner* Concord Kiamesha LLC

Dated: June 27, 2014

* The legal guardian of any minor owner must execute on his or her behalf.

ATTACHMENT 1: AFFIRMATION

I, Bryan Cappelli, on behalf of Concord Kiamesha LLC, hereby affirm under the penalty of perjury and subject to Section 210.10 of New York Penal Law, (Perjury in the Second Degree, a class E felony), that the information contained in this RFA Application and all materials accompanying said Application are true and accurate to the best of my knowledge and understanding; that I have reviewed the information contained in the RFA Application for accuracy; that I read and understand the questions and responses on the RFA Application; that any document accompanying this RFA Application that is not an original document is a true copy of the original document; that I have read and understood all applicable provisions of PML Sections 1317 and 1318; that the Applicant agrees to all terms, conditions, and obligations made applicable to all Applicants for a Gaming Facility license; that in the event that the Applicant is awarded a Gaming Facility license it agrees to all obligations, terms, and conditions imposed upon a successful Applicant; and that I am authorized to submit this Application on behalf of the Applicant.

Concord Kiamesha LLC

APPLICANT

A handwritten signature in blue ink, appearing to read "Bryan Cappelli", written over a horizontal line.

REPRESENTATIVE SIGNATURE



**REQUEST FOR APPLICATIONS
TO DEVELOP AND OPERATE A GAMING FACILITY IN NEW YORK STATE
ADDENDUM ACKNOWLEDGEMENT FORM
June 27, 2014**

Questions & Answers – Application Fee (Revised) – April 21, 2014
First Round Questions and Answers – April 23, 2014
Applicant Conference - Advance Questions and Answers – April 30, 2014
Guidance Document: Refund of Application Fee (Revised) – April 30, 2014
Applicant Conference Questions and Answers – May 2, 2014
Guidance Document: Minimum Capital Investment (Revised) – May 12, 2014
RFA Addendum – MWBE – May 12, 2014
Second Round Questions and Answers – May 14, 2014
Guidance Document: SEQRA Questions and Answers – May 19, 2014
Guidance Document: Acceptable Host Municipality Resolutions (Revised) – May 20, 2014
Guidance Document: Additional Questions Permissible – May 20, 2014
Host Municipality Resolution Questions and Answers (Revisions) – June 10, 2014
Guidance Document: Exhibit Template Instructions (PDF) – June 13, 2014
 Exhibit Template for VIII.A.3 (Excel)
 Exhibit Template for VIII.A.4 (Excel)
 Exhibit Template for VIII.B.4 (Excel)
Guidance Document - Joint Guidance on Lobbying – June 16, 2014
Regulatory Practice White Paper – June 16, 2014
Additional Questions & Answers – June 16, 2014
Document Submission Clarification (Revised) – June 19, 2014
Guidance Document: SEQR Environmental Impact Statements – June 20, 2014
Additional Questions and Answers – June 24, 2014
Guidance Document: Application Delivery Preferences – June 24, 2014
Guidance Document: Deadline for Application Questions – June 24, 2014
Final Questions and Answers – June 27, 2014
Guidance Document: Fingerprint Submission – June 26, 2014

This Acknowledgement Form serves to address all addendum and guidance documents issued under the RFA and is the only Acknowledgment Form requiring submission as part of the Application submission. By signing below, the Applicant acknowledges all of the information contained in the documents listed above.

Concord Kiamesha LLC
Applicant

Representative Signature